

CITY OF GLENDALE
COMMUNITY SERVICES & PARKS DEPARTMENT

2020 Trails & Open Space Program

PARTICIPANT'S:

CONSENT, LICENSE & LIABILITY RELEASE AGREEMENT
(TO USE MY IMAGE, VOICE, NAME, AND/OR LIKENESS)

The City of Glendale ("City") and/or the Glendale Parks & Open Space Foundation ("GPOSF") would like to use my image, voice, name, and/or likeness to share my story or experience as it relates to my participation in the activities of the 2020 Trails & Open Space Program.

I, [REDACTED], understand that City and/or GPOSF may take photographs, videotape, other images, and/or voice recordings of me and/or my likeness while I participate in the activities of the 2020 Trails & Open Space Program and I hereby consent to City's and/or GPOSF doing so. I hereby grant (1) City, GPOSF, their officers, agents, and employees; (2) any person, entity, or organization acting under City's and/or GPOSF permission and authority; and (3) City's and/or GPOSF's licensees, successors, and assigns (all of the preceding collectively referred to as "City, GPOSF, and their representatives") the unconditional, unqualified, unlimited, and perpetual right and permission to use, adapt, modify, reproduce, distribute, publish, or otherwise display— in any form now known or later developed— my image, voice, name, and/or likeness ("Personal Information"), in whole or in part by incorporating the Personal Information into one or more publications, catalogues, brochures, books, magazines photographs, motion picture films, audio/video tapes, slides, web sites, and other media, whether for commercial or non-commercial purposes ("Works").

I understand and agree that at City's, GPOSF's, and their representatives' sole discretion, City, GPOSF, and their representatives may use the Personal Information— with or without my name, with a fictitious name, and/or with fictitious or accurate biographical material— alone or with any other material of any kind or nature, except that City, GPOSF, and their representatives will not use the Personal Information for any criminal or illegal purpose or in a manner inconsistent with community standards of decency.

I understand and agree that City, GPOSF, and their representatives are, and will be, the exclusive owner of all right, title, and interest— including copyright— in the Personal Information. I freely and voluntarily waive (give up) a right and/or claim to inspect or approve the Works and the eventual use to which City, GPOSF, and their representatives may apply the Personal Information. I also freely and voluntarily waive any compensation, fee, royalty, or damages— now or later— owed to me for City's, GPOSF's, and their representatives' use, publication, display, exhibition, distribution, broadcast, performance, exploitation, adaptation, duplication, or reproduction of the Works containing the Personal Information.

I understand and acknowledge that after I sign this Agreement, I and my successors, heirs, distributees, guardians, legal representatives, and assigns are bound by— and cannot revoke— this Agreement, which continues indefinitely and uninterruptedly.

I HEREBY AGREE that I, my heirs, distributees, guardians, legal representatives, and assigns **WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE** City, GPOSF, and their representatives for injury or damage to me— or my person, property, and/or reputation— arising from: (1) City's, GPOSF's, and their representatives' use of the Works and/or Personal Information; (2) any harm or occurrence, including, but not limited to, defamation, invasion of privacy, right of publicity, infringement or misappropriation of an intellectual property right or proprietary right; and/or (3) a breach of any representation or promise contained in this Agreement.

In addition, I HEREBY RELEASE, DISCHARGE, AND AGREE TO "INDEMNIFY" (TO COMPENSATE AND TO DEFEND) City, GPOSF, and their representatives from and against **ALL ACTIONS, CLAIMS, OR DEMANDS** that I, my heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury or damage to me, or my person, property, and/or reputation.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT TO USE MY IMAGE, VOICE, NAME, AND/OR LIKENESS. I SIGN THIS AGREEMENT OF MY OWN FREE WILL.

Check One Box Below:

☐ By my signature below, I certify that I am eighteen (18) years of age or older.

☐ **I am under the age of eighteen (18) years.** My parent/guardian has read this form with me and has completed the "Parent's / Guardian's Consent, License, and Liability Release Agreement" on the reverse side.

Dated _____

Participant's Signature _____

Home Address _____

City, State, Zip Code _____

Home Telephone Number _____

Staff Initials _____

Business Telephone Number _____

CITY OF GLENDALE
COMMUNITY SERVICES & PARKS DEPARTMENT

2020 Trails & Open Space Program

PARENT'S / GUARDIAN'S:

CONSENT, LICENSE & LIABILITY RELEASE AGREEMENT
(TO USE MY CHILD'S IMAGE, VOICE, NAME, AND/OR LIKENESS)

The City of Glendale ("City") and/or the Glendale Parks & Open Space Foundation ("GPOSF") would like to use my child's image, voice, name, and/or likeness to share my story or experience as it relates to my child's participation in the activities of the 2020 Trails & Open Space Program.

I, _____, the parent/guardian of _____, understand that City and/or GPOSF may take photographs, videotape, other images, and/or voice recordings of my child and/or my child's likeness while my child participates in the activities of the 2020 Trails & Open Space Program and I hereby consent to City's and/or GPOSF's doing so. I hereby grant (1) City, and/or GPOSF, their officers, agents, and employees; (2) any person, entity, or organization acting under City's and/or GPOSF's permission and authority; and (3) City's and/or GPOSF's licensees, successors, and assigns (all of the preceding collectively referred to as "City, GPOSF, and their representatives") the unconditional, unqualified, unlimited, and perpetual right and permission to use, adapt, modify, reproduce, distribute, publish, or otherwise display— in any form now known or later developed— my child's image, voice, name, and/or likeness ("Personal Information"), in whole or in part, by incorporating the Personal Information into one or more publications, catalogues, brochures, books, magazines, photographs, motion picture films, audio/video tapes, slides, web sites, and other media, whether for commercial or non-commercial purposes ("Works").

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I understand and acknowledge that after I sign this Agreement, I, my child, and our successors, heirs, distributees, guardians, legal representatives, and assigns are bound by— and cannot revoke— this Agreement, which continues indefinitely and uninterrupted.

I HEREBY AGREE that I, my child, our heirs, distributees, guardians, legal representatives, and assigns ***WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE*** City, GPOSF, and their representatives for injury or damage to my child— or my child's person, property, and/or reputation— arising from: (1) City's, GPOSF's, and their representatives' use of the Works and/or Personal Information; (2) any harm or occurrence, including, but not limited to, defamation, invasion of privacy, right of publicity, infringement or misappropriation of an intellectual property right or proprietary right; and/or (3) a breach of any representation or promise contained in this Agreement.

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I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONSENT, LICENSE, AND LIABILITY RELEASE AGREEMENT TO USE MY CHILD'S IMAGE, VOICE, NAME, AND/OR LIKENESS. I SIGN THIS AGREEMENT OF MY OWN FREE WILL.

Dated _____

Signature of Parent or Guardian _____

Home Address _____

City, State, Zip Code _____

Home Telephone Number _____

Business Telephone Number _____

Staff Initials _____